IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.2741 OF 2004

IN

SUIT NO.2610 OF 1991

Poona Fibre Products Pvt.Ltd. & Anr... **Plaintiffs.**

v/s.

R.S.V.Agencies & Ors. .. **Defendants.**

Ms. I. Sen i/b Mayur Narendra & Co. advocate for plaintiffs.

Shri H.V.Chande, advocate for the defendants.

CORAM: D.G.DESHPANDE, J.

DATE : 5TH OCTOBER, 2004

P.C. :-

1. Heard the advocate for the plaintiff. She has filed affidavit of service of this motion as per which motion is served upon Shri S.I.Shah, advocate for defendant No.2, Shri Jawahar J. Thakkar, advocate for defendant No.3 and 4, Shri K.S.Jain, advocate for the defendant No. 5 and 6 and Shri H.V.Chande, advocate for the defendant No.7 and 8. Shri Chande, advocate for defendant No.7 and 8 is present.

2. Bank guarantee was given by the plaintiff pursuant to the court's order in 1993 and bank guarantee was continued upto 2001. Due to assignment of rights by plaintiff No.1 in favour of the plaintiff no.2 bank guarantee could not be continued in the meantime. Therefore this motion. Nobody is appearing for the otherside and even otherwise that bank guarantee was for the benefit of defendants. Therefore, granting this prayer would not cause any prejudice. Hence motion is allowed and disposed of in terms of prayer clause (a). Bank guarantee to be renewed within two weeks from today. If bank guarantee will not be renewed within two weeks, consequences will follow.

. Certified copy expedited.

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